

## **Exhibit “C”**

18-0015-00  
 ALLEN & FURR INC  
 500 SUN VALLEY DR STE E5  
 ROSWELL GA 30076

# ***Auto-Owners*** **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160  
 517.323.1200

10-21-2021

OWNERS INSURANCE COMPANY

You can view your policy, pay your bill, or change your paperless options at any time online at [www.auto-owners.com](http://www.auto-owners.com).

## **ADDITIONAL WAYS TO PAY YOUR BILL**

Pay Online  
[www.auto-owners.com](http://www.auto-owners.com)  
 Pay My Bill

Pay by Mail  
 AUTO-OWNERS INSURANCE  
 PO BOX 740312  
 CINCINNATI, OH 45274-0312

Pay by Phone  
 1-800-288-8740

VICTOR VAZEMILLER  
 1310 SETTLES RD  
 SUWANEE GA 30024-1422

Your agency's phone number is (800) 940-0246.

RE: Policy 47-273-803-02

Billing Account 011536028

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

***Serving Our Policyholders and Agents Since 1916***

59321 (7-00)

## **NOTICE Georgia**

The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

59321 (7-00)

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69631 (5-18)

## **PURCHASE PRICE GUARANTEE COVERAGE OFFER**

Good News! We are now offering Purchase Price Guarantee Coverage.

This new coverage option is available to add to a newly purchased vehicle rated on your policy that was originally titled to you. Coverage will provide the purchase price of the insured vehicle, less any applicable deductible, and will be applicable until the first renewal after the vehicle purchase date is 2 years in the past. Currently, your policy will pay the purchase price if the total loss or damage occurs within 90 days.

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

Please contact your independent Auto-Owners Insurance agent if you would like to purchase this option. Thank you for choosing Auto-Owners Insurance, the SAFE.SOUND.SECURE.® choice for all your insurance needs!

69631 (5-18)

Page 1 of 1

## **AT-FAULT ACCIDENT FORGIVENESS OFFER**

Good News! We are now offering an At-Fault Accident Forgiveness benefit for purchase.

Upon purchase of the At-Fault Accident Forgiveness benefit, the Accident Surcharge will not apply on account of the first at-fault accident. A maximum of one at-fault accident will be forgiven during any 36-month experience period. The forgiven accident will continue to be waived for the duration of the chargeable period, as long as the At-Fault Accident Forgiveness benefit is retained on the policy. The benefit will be retained on the policy unless removal is requested by the named insured.

To be eligible to purchase the benefit, you and any regular operators of your vehicles must have no paid at-fault claims or major violations during the most recent 36 months. After an accident is forgiven, the policy may again become eligible for forgiveness after any 36-month period during which no paid at-fault claims have occurred. If a paid at-fault claim occurs before the 36-month waiting period has elapsed, the waiting period will be restarted.

Please contact your independent Auto-Owners Insurance agent if you would like to purchase this option. Thank you for choosing Auto-Owners Insurance, the SAFE. SOUND. SECURE.<sup>®</sup> choice for all your insurance needs.

## NOTICE OF REDUCTION IN COVERAGE

### ROAD TROUBLE SERVICE COVERAGE FOR AUTOMOBILES

Dear Policyholder:

We are pleased to announce a change to our Road Trouble Service Coverage. Previously, we offered different coverage limits; however, coverage will now be provided for all reasonable costs when a service representative at 1-888-869-2642 is contacted or the RTS feature on the Auto-Owners Mobile app is used for any one disablement. This coverage includes towing your vehicle to the nearest qualified service facility or a service facility of your choice within 15 miles of the place of disablement. **However, if you do not contact a service representative at 1-888-869-2642 or use the RTS feature on the Auto-Owners Mobile app at the time of the disablement, the Road Trouble Service Coverage limit will be \$75.**

Previously, this coverage was provided up to the limit you selected regardless of whether a service representative was contacted. This change may constitute a reduction in coverage if you previously had an RTS limit higher than \$75 and you do not contact the number provided or use the RTS feature on the Auto-Owners Mobile app.

Your Road Trouble Service card will be included at every renewal and includes the phone number and mobile app information you would need in the event of disablement.

This notice is for informational purposes only; your policy contains the specific terms and conditions of coverage. Please refer to the form Road Trouble Service for details. If you have any questions regarding your policy or this notice, please contact your Auto-Owners agent.

Thank you.

69791 (5-20)

## NOTICE OF CHANGE IN POLICY TERMS UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE

Dear Policyholder:

Good news! We have recently expanded coverage for Uninsured Motorist Property Damage to waive the deductible when **your automobile** is insured for Collision and Uninsured Motorist Property Damage coverages and the identified driver of the other **automobile** is more than 50% at fault.

As your policy previously had Uninsured Motorist Property Damage coverage, your enclosed renewal policy automatically receives this new benefit.

Thank you.

69791 (5-20)

Page 1 of 1

## NOTICE OF INFORMATION PRACTICES

To assist in determining your eligibility for coverage and to service your policy we may collect personal information about you. Most of this information comes from your application and public records. We may obtain personal information from a consumer report prepared by a consumer reporting agency. This information will pertain to areas such as your driving record and accident history, regular operators of your automobile and their driving records and accident histories, the use of your automobiles, verification of the size, construction, features, and maintenance of your dwelling and other structures to be insured, and your credit history. Consumer reporting agencies may retain a copy of the information and may disclose it to others for whom they perform such services.

### **DISCLOSURE**

Information about you is disclosed to others without your consent only when necessary to conduct our business and then only the minimum required to accomplish our purpose. For example, we must disclose some information about you to persons involved in processing your application and servicing your policy, and to our agents, claims adjusters, and attorneys. We may also share information with a person or organization requiring the information to perform an insurance, business or professional function for us such as data processing. We may provide claim or other information to insurance-support organizations that are established to collect such information to assist in preventing insurance crimes and fraudulent claims. Information about you may also be used by other persons or organizations in conducting scientific research or audits. You will never be individually identified in any report that results from such research and the material we furnish will be returned to us or destroyed when it is no longer needed.

Finally, we may give information to the State Insurance Department in connection with their regulation of our business and to other governmental or law enforcement agencies to protect our legal interests or in case of suspected fraud or illegal activities. Information will also be disclosed if ordered by a subpoena, search warrant or other court order or if otherwise required by federal, state or local law.

### **ACCESS**

You have the right of access to information about you that is contained in our files. You may send a written request to us which reasonably describes the information you wish to review. Your request must also provide your complete name, address, date of birth, and policy number. We must be reasonably able to locate and retrieve the requested information. Within 30 business days from the date your request is received, we shall write you regarding the nature and substance of the information requested. We will identify the persons or organizations to whom we have disclosed information about you within the past two years.

You may see and copy the information or we will send you copies, whichever you prefer. We shall not provide access to information that relates to and was collected in connection with or in reasonable anticipation of a claim or civil or criminal proceeding. If the information you wish to review was provided to us by a consumer reporting agency you will be referred to them for disclosure of that information. We shall provide you with their name, address and telephone number.

### **CORRECTION OF INFORMATION**

If you believe the information we disclose to you is incorrect, you may make a written request that we correct, amend or delete the information. Within 30 business days from the date your request is received, we will correct, amend or delete the information or advise you why we decline to do so. We will advise any person or organization to whom we have disclosed the information and the organization that provided the information of any corrections, amendments or deletions we make.

If we decline to comply with your request, you may file with us a concise statement of what you believe is the correct, relevant or fair information. You may also file a concise statement of the reasons why you disagree with our refusal to cor-

rect, amend or delete information. Your statement will be placed in our file and be part of any future disclosures. We will also provide your statement to any person or organization to whom we have disclosed the information and to the organization that provided the information.

You also have the right to dispute the accuracy or completeness of information disclosed to you by a consumer reporting agency. They will advise you of their procedure for doing so when the disclosure is made to you.



**Owners**

Issued 10-21-2021

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999AGENCY ALLEN & FURR INC  
18-0015-00 UW MKT TERR 124 (800) 940-0246

Endorsement Effective 11-14-2021

**POLICY NUMBER 47-273-803-02**

INSURED VICTOR VAZEMILLER

Company Use 80-06-GA-1005

ADDRESS 1310 SETTLES RD  
SUWANEE GA 30024-1422Company  
Bill**POLICY TERM**12:01 a.m. to 12:01 a.m.  
11-14-2021 to 05-14-2022

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**AUTOMOBILE POLICY  
DESCRIPTION OF CHANGES EFFECTIVE 11-14-2021  
(See Declarations Attached)****ADDED PAID IN FULL DISCOUNT**TOTAL POLICY PREMIUM  
PAID IN FULL DISCOUNT APPLIES

**Owners**

Page 1

99975 (1-14)

Issued 10-21-2021

Policyholder since 2010

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

**AUTOMOBILE POLICY DECLARATIONS**

AGENCY ALLEN & FURR INC  
18-0015-00 UW MKT TERR 124 (800) 940-0246

Endorsement Effective 11-14-2021

**POLICY NUMBER 47-273-803-02**

INSURED VICTOR VAZEMILLER

Company Use 80-06-GA-1005

ADDRESS 1310 SETTLES RD  
SUWANEE GA 30024-1422

Company  
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
11-14-2021	05-14-2022

This policy is amended in consideration of the additional or return premium shown below. This Declarations voids and replaces all previously issued Declarations bearing the same policy number and premium term.

TOTAL POLICY PREMIUM  
PAID IN FULL DISCOUNT APPLIES

**DESCRIPTION OF ITEM INSURED****TERRITORY**

Accidental Death Benefit And  
Disability Income Coverage Endorsement

042  
Forsyth County, GA

**COVERAGES****LIMITS****PREMIUM****CHANGE**

Accidental Death Benefit \$10,000 per eligible person  
Disability Income \$60 a week

Included  
Included

**TOTAL**

Included

150

1. 2006 LEXS GX  
VIN: JTJBT20X760097390  
Endorsement

042  
Forsyth County, GA

**COVERAGES****LIMITS**

Combined Liability \$ 500,000 ea occ  
Uninsured Motorist \$ 500,000 ea pers/\$ 500,000 ea occ  
Uninsured Motorist PD \$ 500,000 ea occ (\$ 250 ded)  
Road Trouble Service All reasonable costs\*\*

**TOTAL**

Interested Parties: None

Additional Forms For This Item: 99361 (10-20) 79539 (03-99) 69514 (11-20)

ITEM DETAILS: Automobile driven for pleasure/commute 0-3 use by a 46 year old operator.

Cost Symbol: 15-8B-15-8B-66.

Household Composition Rating applies.

5% ABS Discount applies.

Multi-Car Discount applies.

Physical Damage Plus Coverage excluded.

\*\*See form 69514 (11-20)

Garaging Address: 1310 SETTLES RD, SUWANEE, GA 30024-1422

Rate Effective Date 05-11-2021

150

OWNERS INS. CO.

Issued 10-21-2021

AGENCY ALLEN & FURR INC  
18-0015-00 UW MKT TERR 124Company POLICY NUMBER 47-273-803-02  
Bill Company Use 80-06-GA-1005

INSURED VICTOR VAZEMILLER

Term 11-14-2021 to 05-14-2022

**DESCRIPTION OF ITEM INSURED****TERRITORY**

2. 2010 HOND CIVIC VIN: 2HGFA1F54AH519227	042 Forsyth County, GA
Endorsement	

**COVERAGES****LIMITS****PREMIUM****CHANGE**

Combined Liability \$ 500,000 ea occ  
 Uninsured Motorist \$ 500,000 ea pers/\$ 500,000 ea occ  
 Uninsured Motorist PD \$ 500,000 ea occ (\$ 250 ded)  
 Comprehensive Actual Cash Value - \$ 500 ded Full Glass  
 Collision Actual Cash Value - \$ 500 ded  
 Road Trouble Service All reasonable costs\*\*  
 Additional Expense \$ 40 per day/\$1,200 each occurrence

**TOTAL**

Interested Parties: None

Additional Forms For This Item: 99361 (10-20) 79730 (07-06) 79536 (07-94) 79537 (06-92) 79539 (03-99) 79299 (03-99)  
 79992 (01-13) 89023 (07-06) 89024 (07-06) 69557 (11-18) 69434 (12-15) 69514 (11-20)

ITEM DETAILS: Automobile driven for commute to work/school 4-14 miles by a 50 year old operator.

Cost Symbol: 14-2A-14-2A-05.

Household Composition Rating applies.

10% Anti-Theft Device Discount applies.

5% ABS Discount applies.

Multi-Car Discount applies.

\*\*See form 69514 (11-20)

Garaging Address: 1310 SETTLES RD, SUWANEE, GA 30024-1422

Rate Effective Date 05-11-2021

OWNERS INS. CO.

Issued 10-21-2021

 AGENCY ALLEN & FURR INC  
 18-0015-00 UW MKT TERR 124

 Company POLICY NUMBER 47-273-803-02  
 Bill Company Use 80-06-GA-1005

INSURED VICTOR VAZEMILLER

Term 11-14-2021 to 05-14-2022

**DESCRIPTION OF ITEM INSURED****TERRITORY**

3. 2017 MERZ GLS VIN: 4JGDF7FE6HA908269	042 Forsyth County, GA
Endorsement	

**COVERAGES****LIMITS****PREMIUM****CHANGE**

Combined Liability \$ 500,000 ea occ  
 Uninsured Motorist \$ 500,000 ea pers/\$ 500,000 ea occ  
 Uninsured Motorist PD \$ 500,000 ea occ (\$ 250 ded)  
 Comprehensive Actual Cash Value - \$ 500 ded Full Glass  
 Collision Actual Cash Value - \$ 500 ded  
 Road Trouble Service All reasonable costs\*\*  
 Additional Expense \$ 40 per day/\$1,200 each occurrence

**TOTAL**

Interested Parties: None

Additional Forms For This Item: 99361 (10-20) 79730 (07-06) 79536 (07-94) 79537 (06-92) 79539 (03-99) 79299 (03-99)  
 79992 (01-13) 89023 (07-06) 89024 (07-06) 69557 (11-18) 69434 (12-15) 69514 (11-20)

ITEM DETAILS: Automobile driven for pleasure/commute 0-3 use by a 50 year old operator.

Cost Symbol: 66-2B-65-2B-50.

Household Composition Rating applies.

10% Anti-Theft Device Discount applies.

5% ABS Discount applies.

Multi-Car Discount applies.

\*\*See form 69514 (11-20)

Garaging Address: 1310 SETTLES RD, SUWANEE, GA 30024-1422

Rate Effective Date 05-11-2021

OWNERS INS. CO.

Issued 10-21-2021

AGENCY ALLEN & FURR INC  
18-0015-00 UW MKT TERR 124Company POLICY NUMBER 47-273-803-02  
Bill Company Use 80-06-GA-1005

INSURED VICTOR VAZEMILLER

Term 11-14-2021 to 05-14-2022

## DESCRIPTION OF ITEM INSURED

## TERRITORY

4. 2013 HOND CIVIC VIN: 19XFB2F93DE090991	042 Forsyth County, GA
Endorsement	

## COVERAGES

## LIMITS

## PREMIUM

## CHANGE

Combined Liability \$ 500,000 ea occ  
 Uninsured Motorist \$ 500,000 ea pers/\$ 500,000 ea occ  
 Uninsured Motorist PD \$ 500,000 ea occ (\$ 250 ded)  
 Comprehensive Actual Cash Value - \$ 500 ded Full Glass  
 Collision Actual Cash Value - \$ 500 ded  
 Road Trouble Service All reasonable costs\*\*  
 Additional Expense \$ 40 per day/\$1,200 each occurrence

## TOTAL

Interested Parties: None

Additional Forms For This Item: 99361 (10-20) 79730 (07-06) 79536 (07-94) 79537 (06-92) 79539 (03-99) 79299 (03-99)  
 79992 (01-13) 89023 (07-06) 89024 (07-06) 69557 (11-18) 69434 (12-15) 69514 (11-20)

ITEM DETAILS: Automobile driven for pleasure/commute 0-3 use by a 46 year old operator.

Cost Symbol: 22-1B-33-AA-00.

Household Composition Rating applies.

10% Anti-Theft Device Discount applies.

5% ABS Discount applies.

Multi-Car Discount applies.

\*\*See form 69514 (11-20)

Garaging Address: 1310 SETTLES RD, SUWANEE, GA 30024-1422

Rate Effective Date 05-11-2021

150

TOTAL POLICY PREMIUM	
PAID IN FULL DISCOUNT APPLIES	

Forms That Apply To All Items: 59176 (11-86) 79001 (03-99) 69405 (01-16) 99812 (08-14) 79705 (02-19) 69270 (05-14)  
 69608 (08-18) 69716 (09-19) 69396 (09-15) 99633 (08-18) 89125 (11-14) 89058 (04-07) 89432 (04-09) 89449 (04-10)  
 69724 (01-20) 59321 (07-00) 69631 (05-18)

Policy Rate Code 0004

Premium assumes no youthful operator(s).

Auto/Home Multi-policy discount.

Auto/Umbrella Multi-policy discount.

Paid In Full Discount Applies.

Uninsured Motorist Coverage - Added on to At-Fault Liability Limits applies.

Payment History Discount Applies.

## Rated Driver List

Listed below are drivers currently rated on this policy

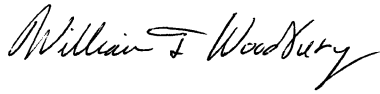
VAZEMILLER, VICTOR Age 50

VAZEMILLER, YELENA Age 46

# ***Automobile Insurance Policy***

***Owners Insurance Company***

In witness whereof, we, the Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.

Handwritten signature of William F. Woodbury in black ink.

Secretary

Handwritten signature of Michael D. P. L. in black ink.

President

This policy is a legal contract between you and us. Your policy includes the Declarations, any listed forms and any form issued to endorse the policy. The policy contains all agreements existing between you and us or any of our agents.

**READ YOUR POLICY CAREFULLY.** This cover sheet provides only a brief outline of some of the important features of your policy. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. **IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.**

### A QUICK GUIDE TO YOUR POLICY

The DECLARATIONS contain:

- YOUR NAME
- POLICY TERM
- YOUR AUTOMOBILE
- COVERAGES
- LIMITS OF LIABILITY
- ENDORSEMENTS THAT APPLY

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## INSURING AGREEMENT

The attached Declarations describe the **automobile(s)** we insure and the Coverages and Limits of Liability for which **you** have paid a premium. **We** agree to insure the described **automobile(s)** for those Coverages and Limits of Liability subject to the terms and conditions of this policy. In return **you** must pay the premium and comply with all the terms and conditions of this policy.

### SECTION I - DEFINITIONS

To understand this policy, **you** must understand the meaning of the following words. These words appear in **bold face type** whenever used in this policy and endorsements attached to this policy.

1. **Automobile** means a **private passenger automobile**, a truck, truck tractor, **trailer**, **farm implement** or other land motor vehicle.
2. **Bodily injury** means physical injury, sickness or disease sustained by a person including resulting death of that person.
3. **Equipment** means an apparatus or device permanently attached to or installed in **your automobile**. **Equipment** includes an apparatus or device specifically for use with **your automobile**.
4. **Farm implement** means motorized self-propelled farm machinery.
5. **Insured contract** means:
  - a. a lease of premises;
  - b. a sidetrack agreement;
  - c. an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - d. any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - e. an indemnification of a municipality as required by ordinance, except in connection with work for a municipality; or
  - f. that part of any other contract or agreement pertaining to **your** business under which **you** assume the tort liability of another to pay damages because of **bodily injury** or **property damage** to a third person or organization, if the contract or agreement is made before the **bodily injury** or **property damage** occurs. Tort liability means liability that would be imposed by law in the absence of any contract or agreement.
6. **Occurrence** means an accident that results in **bodily injury** or **property damage** and includes, as one **occurrence**, all continuous or repeated exposure to substantially the same generally harmful conditions.
7. **Private passenger automobile** means:
  - a. a passenger or station wagon type **automobile** with four or more wheels;
  - b. pickup or van type **automobile** with a gross weight of 15,000 pounds or less which is not used in the business of carrying passengers for hire; or
  - c. a motorhome.
8. **Property damage** means damage to or destruction of tangible property including resulting loss of use of that property.
9. **Relative** means a person who resides with **you** and who is related to **you** by blood, marriage or

adoption. **Relative** includes a ward or foster child who resides with **you**.

**10. Suit** means a civil court proceeding in which damages because of **bodily injury** or **property damage** to which this insurance applies are alleged.

**11. Trailer** means a vehicle which is designed to be connected to and towed by an **automobile**.

**12. You or your** means the first named **insured** shown in the Declarations and if an individual, **your** spouse who resides in the same household.

**13. Your automobile** means the **automobile** described in the Declarations.

**14. We, us or our** means the Company providing this insurance.

## SECTION II - LIABILITY COVERAGE

### 1. COVERAGE

#### a. Liability Coverage - Bodily Injury and Property Damage

**We** will pay damages for **bodily injury** and **property damage** for which **you** become legally responsible because of or arising out of the ownership, maintenance or use of **your automobile** (that is not a **trailer**) as an **automobile**. **We** will pay such damages:

- (1) on **your** behalf;
- (2) on behalf of any **relative** using **your automobile** (that is not a **trailer**);
- (3) on behalf of any person using **your automobile** (that is not a **trailer**) with **your** permission or that of a **relative**; and
- (4) on behalf of any person or organization legally responsible for the use of **your automobile** (that is not a **trailer**) when used by **you**, a **relative**, or with **your** permission or that of a **relative**.

**We** will settle or defend, as **we** consider appropriate, any claim or **suit** for damages covered by this policy. **We** will do this at **our** expense, using attorneys of **our** choice. This agreement to settle or defend claims or **suits** ends when **we** have paid the limit of **our** liability.

#### b. Trailers

- (1) The Liability Coverage provided by this

policy for **your automobile** (that is not a **trailer**) or provided for any other **automobile** (that is not a **trailer**) extends:

- (a) to any **trailer** connected to or accidentally disconnected from such **automobile**. This coverage includes the **trailer** owner.
- (b) to any non-motorized farm machine or farm wagon while connected to or accidentally disconnected from such **automobile**. This coverage includes the non-motorized farm machine or farm wagon owner. No coverage applies to the operation or to the loading or unloading of the non-motorized farm machine or the farm wagon.
- (2) The Liability Coverage provided by this policy for **your automobile** (that is not a **trailer**) also extends to any **trailer** not maintained or used for commercial purposes:
  - (a) which is owned by **you**.
  - (b) which is owned by a **relative** who also owns an **automobile** (that is not a **trailer**) scheduled in the Declarations.
  - (c) which is owned by a **relative** who does not own an **automobile** other than the **trailer**.
  - (d) which is not owned by an individual described in (a), (b) or (c) above while the trailer is in the care, custody, or

control of such individual.

Coverage is extended only when such **trailer**:

- (a) is not connected to an **automobile**. This coverage applies to only **your** liability or **your relative's** liability arising from the ownership or use of the **trailer**.
- (b) is connected to an **automobile** (that is not a **trailer**) for which Liability Coverage is not provided by this policy. This coverage applies to only **your** liability or **your relative's** liability arising from use of the **trailer** by a person or organization other than **you** or **your relative**. No coverage applies to the owner or operator of the **automobile** or to the owner of a **trailer** described in (d) above.

#### c. Other Automobiles Covered

The Liability Coverage provided for **your automobile** also applies to certain other **automobiles**. It applies:

- (1) to an **automobile** **you** do not own which is temporarily used as a substitute for **your automobile**. **Your automobile** must be out of use because of breakdown, repair, servicing, loss or destruction. The owner of the substitute **automobile** is not covered.
- (2) to an **automobile** of the same type which **you** acquire after the inception date of the current policy term if:
  - (a) it replaces **your automobile**. **You** must report the replacement **automobile** to **us** no later than the expiration date of the policy term during which the **automobile** was acquired; or
  - (b) it is an additional **automobile** and **we** insure all **automobiles** **you** already own provided **you**:

- 1) report the additional **automobiles** to **us** within 30 days of delivery; and
- 2) pay any required additional premiums.

This extension does not apply if **you** have other liability insurance that applies to the **automobile** **you** acquire.

## 2. EXCLUSIONS

Liability Coverage does not apply:

- a. to any person for **bodily injury** or **property damage** arising out of or resulting from an intentional act of that person.
- b. to any person operating or employed by an **automobile** garage, repair shop, sales agency, service station or public parking place. This exclusion does not apply to:
  - (1) **you**;
  - (2) a **relative**; or
  - (3) any person associated with or employed by **you**;

while using **your automobile** in such business.
- c. to any **automobile** while used as a public or livery conveyance. This exclusion does not apply to car pooling on a share the expense basis.
- d. to any **automobile** while:
  - (1) preparing for;
  - (2) practicing for; or
  - (3) participating in;

any prearranged racing, speed or demolition contest.

- e. to any person or organization with respect to the loading or unloading of **your automobile**. **We** will cover **you** or **your** employee or a lessee or borrower of **your automobile** or that person's employee.
- f. to any person or organization (or that person's or organization's agents, employees or contractors) subject to the security requirements of any motor carrier law or regulation because of transporting property for **you** or for others. This exclusion does not apply to **you**.
- g. to liability which is assumed under any contract or agreement. This exclusion does not apply to such liability for damages that **you**:
  - (1) assumed under a contract or agreement that is an **insured contract**;
  - (2) would have in the absence of a contract or agreement; or
  - (3) assumed in a **private passenger automobile** lease or rental agreement, provided **you** are an individual.
- h. to any person or organization for damage to property that person or organization is transporting. This exclusion does not apply to liability **you** have assumed under a sidetrack agreement.
- i. to any person or organization for damage to property or an **automobile** owned by, rented to or in the care, custody or control of that person or organization.
- j. to any expenses that would be payable under any workers compensation law, unemployment compensation or disability benefits law or under any similar law.
- k. to any person not employed by **you** for **bodily injury** to an employee who is injured on the job except:
  - (1) **bodily injury** to a domestic employee when workers compensation benefits are not required or available; or

(2) when such liability is assumed by **you** under an **insured contract**.

- l. to **your** employee for claims brought against him or her by another of **your** employees injured on the job.

- m. to any person or organization for **bodily injury** to:

(1) an employee of that person or organization; or

(2) a spouse, child, parent, brother or sister of the employee which results from the injury to the employee;

when that injury arises out of and in the course of employment by that person or organization. This exclusion applies:

(1) whether a claim is made against such person or organization as employer or otherwise; and

(2) to any obligation to share damages with or repay another who must pay damages because of the injury.

This exclusion does not apply to liability **you** have assumed under an **insured contract**.

- n. to **bodily injury** or **property damage** for which insurance is available under any nuclear energy liability policy. This exclusion applies even if the nuclear energy liability policy limits of liability are exhausted.
- o. to **bodily injury** or **property damage** for which financial responsibility or liability insurance is required to be maintained under the Atomic Energy Act of 1954, as amended, or for which governmental indemnity is available.
- p. to liability for **bodily injury** or **property damage** caused by war, whether declared or not declared, insurrection or any of their consequences whether or not assumed under a contract or agreement.

### 3. COVERAGE EXTENSIONS

In addition to **our** limit of liability, **we** will also pay:

- a. premiums on appeal bonds in any **suit we** defend. **We** will not apply for or furnish such bonds.
- b. premiums on bonds to release attachments, but only for bond amounts that do not exceed the applicable limit of liability. **We** will not apply for or furnish such bonds.
- c. premiums on bail bonds required because of an accident or related traffic law violation, involving **your automobile** during the policy period. **We** will not apply for or furnish such bonds. **Our** maximum payment is \$250 per **occurrence**.
- d. interest on damages owed by **you** because of a judgment in a **suit we** defend and accruing:
  - (1) after the judgment, and until **we** pay, offer or deposit in court, the amount for which **we** are liable under this policy; or
  - (2) before the judgment, where owed by law, but only on that part of the judgment **we** pay.
- e. expenses **you**, a **relative** or a person using **your automobile** with **your** permission, incur for first aid to others at the time of an **occurrence** covered by this policy.
- f. all costs charged against **you** in a **suit we** defend and all reasonable expenses incurred at **our** request including actual loss of earnings up to \$100 per day.

#### 4. LIMIT OF LIABILITY

**We** will pay damages for **bodily injury** or **property damage** up to the limit of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:

- a. For **bodily injury**:
  - (1) The limit stated for "each person" is the amount of coverage and the most **we** will

pay for all damages because of or arising out of **bodily injury** to one person in any one **occurrence**.

- (2) The limit stated for "each occurrence" is the total amount of coverage and the most **we** will pay, subject to a.(1) above, for all damages because of or arising out of **bodily injury** to two or more persons in any one **occurrence**.

- b. For **property damage**, the limit stated is the amount of coverage and most **we** will pay for all **property damage** in any one **occurrence**.
- c. The limit of liability applicable to a **trailer**, non-motorized farm machine or farm wagon which is connected to an **automobile** covered by this policy shall be the limit of liability applicable to such **automobile**. The **automobile** and connected **trailer**, non-motorized farm machine or farm wagon are considered one **automobile** and do not increase the limit of liability.
- d. The limit of liability applicable to a **trailer** covered by this policy:

- (1) which is not connected to an **automobile**; or
- (2) which is connected to an **automobile** not covered by this policy;

shall be the limit of liability applicable to **your automobile**. If this policy covers more than one of **your automobiles**, the highest limit of liability applicable to any one such **automobile** shall apply.

- e. The limit of liability for this coverage may not be added to the limits for the same or similar coverage applying to other **automobiles insured** by this policy to determine the amount of coverage available for any one **occurrence** regardless of the number of:

- (1) **automobiles** shown in the Declarations;
- (2) premiums charged in the Declarations or premiums paid;

- (3) claims presented or **suits** brought;
- (4) persons injured; or
- (5) **automobiles** involved in the **occurrence**.

## 5. FINANCIAL RESPONSIBILITY AND COMPULSORY INSURANCE LAWS

While **your automobile** is subject to laws of another state or Canada, **we** will:

- a. increase the Limit of Liability for Liability Coverage to comply with the minimum requirements of a financial responsibility or compulsory insurance law of the jurisdiction where **your automobile** is being operated; and
- b. afford the minimum amounts for the types of mandatory coverages required by the jurisdiction where **your automobile** is being operated.

This provision does not apply to any limits required by any law governing motor carriers of property or passengers.

**We** will not duplicate payments available under this or any other insurance for the same elements of loss.

## 6. OTHER INSURANCE

# SECTION III - DAMAGE TO YOUR AUTOMOBILE

## 1. COVERAGES

### a. Fire Coverage

**We** will pay for loss of or damage to **your automobile** and its equipment caused by:

- (1) fire or lightning.
- (2) smoke or smudge because of a sudden, unusual or faulty operation of any fixed heating equipment where **your automobile** is stored.
- (3) windstorm, hail, earthquake, explosion, external discharge or leakage of water.

Except as stated below, the Liability Coverage provided by this policy for **your automobile** shall be primary and with regard to any other **automobile** to which it applies, coverage shall be excess of any other applicable **automobile** liability insurance.

- a. When this insurance is primary and there is other **automobile** liability insurance which is stated to be applicable on an excess or contingent basis, **our** liability shall not be reduced by the existence of such insurance.
- b. When both this insurance and other insurance apply on the same basis, whether primary, excess or contingent, **we** shall be liable for only **our** share. **Our** share shall be the ratio of the amount of this insurance to the total amount of all collectible **automobile** liability insurance.
- c. Subject to a. and b. above, this coverage shall be primary when any **trailer** is connected to **your automobile** (that is not a **trailer**).
- d. Subject to b. above, this coverage shall be excess when any **trailer** is connected to an **automobile** (that is not a **trailer**), except **your automobile** (that is not a **trailer**).

**We** cover damage resulting from the stranding, sinking, burning, collision or derailment of any equipment being used to transport **your automobile** on land or water. **We** will also pay for general average and salvage charges for which **you** may be legally responsible.

### b. Theft Coverage

**We** will pay for loss of or damage to **your automobile** and its **equipment** caused by theft, larceny, robbery or pilferage. **We** cover **your** loss when **you** are tricked into giving **your automobile** to another person.



### c. Comprehensive Coverage

**We** will pay for loss of or damage to **your automobile** and its **equipment** from any cause except upset or collision with another object or with a vehicle to which it is attached.

**We** will also pay for:

- (1) glass breakage from any cause including upset or collision;
- (2) damage caused by missiles or falling objects; and
- (3) damage caused by collision with an animal or bird.

When a deductible is indicated in the Declarations for this coverage, **we** will reduce **our** payment by that amount.

### d. Collision Coverage

**We** will pay for loss or damage to **your automobile** and its **equipment** caused by accidental collision with another object or by accidental upset.

When a deductible is indicated in the Declarations for this coverage, **we** will reduce **our** payment by that amount. If **your automobile** is a **private passenger automobile**, the deductible does not always apply. The deductible shall not apply:

- (1) in a collision with another **automobile**:
  - (a) **we** insure and which **you** do not own, rent or have in **your** care, custody or control; or
  - (b) whose owner or operator has been identified; and
    - 1) is legally responsible for the entire amount of the damage; and
    - 2) is covered by a **property damage liability** policy or bond;

but only if the damage exceeds the deductible amount.

- (2) to **your** legally parked **private passenger automobile** in the event it is accidentally struck by another of **your private passenger automobiles**, provided Collision Coverage applies to both such **automobiles**.

### e. Road Trouble Service

**We** will reimburse **you** up to the amount stated in the Declarations for this coverage in any one emergency:

- (1) for towing **your automobile** to the nearest available garage; and
- (2) for the cost of labor performed on **your automobile** at the place of the emergency.

### f. Other Automobiles Covered

The Damage To Your Automobile Coverages provided for **your automobile** also apply to certain other **automobiles**. They apply:

- (1) to an **automobile** **you** do not own which is temporarily used as a substitute for **your automobile**. **Your automobile** must be out of use because of breakdown, repair, servicing, loss or destruction.
- (2) to an **automobile** of the same type which **you** acquire after the inception date of the current policy term subject to the following:
  - (a) If the **automobile** replaces **your automobile**, **we** will apply only those coverages that apply to the **automobile** being replaced. **You** must report the replacement **automobile** to **us** no later than the expiration date of the policy term during which the **automobile** was acquired.
  - (b) If the **automobile** is an additional **automobile** and **we** insure all **automobiles** **you** already own, **we** will apply only those coverages which are common to all of **your automobiles** **we** insure

provided **you**:

- 1) report the additional **automobile** to **us** within 30 days after **you** take possession; and
- 2) pay any required additional premiums.

**You** may, at any time during the first 30 days after **you** take possession of the **automobile**, purchase the broadest coverages applicable to any one **automobile** scheduled in the Declarations.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, paragraph f.(1) above applies if **you** are legally liable.

## 2. EXCLUSIONS

Fire, Theft, Comprehensive and Collision Coverages do not apply to:

- a. loss of or damage to **your automobile** because of confiscation or destruction by any civil or governmental authorities because of illegal activities engaged in by:

- (1) **you**; or
- (2) a **relative**.

This exclusion does not apply to a loss payee's interest in **your automobile**.

- b. loss of or damage to **your automobile** because of or arising out of **your** intentional act or an intentional act committed at **your** direction or with **your** knowledge. This exclusion does not apply to a loss payee's interest in **your automobile**.
- c. conversion, embezzlement or secretion by any person lawfully having **your automobile** under a sale, lease or similar agreement.
- d. any **automobile** while:

- (1) preparing for;
  - (2) practicing for; or
  - (3) participating in;
- any prearranged racing, speed or demolition contest.
- e. loss of use, except as provided in Coverage Extensions.
  - f. wear and tear, freezing, mechanical or electrical breakdown, other than burning of wiring, unless this damage follows and results from other loss or damage covered by this policy.
  - g. tires, unless the loss or damage is caused by:
    - (1) fire;
    - (2) theft; or
    - (3) malicious mischief; or

is part of other damage covered by this policy.
  - h. a stereo tape or disc player:
    - (1) that is not attached to **your automobile**; and
    - (2) is not receiving its power from **your automobile's** electrical system.
  - i. stereo tapes, cassettes, discs or cartridges or related items.
  - j. any caddy, case or container designed for storing or carrying stereo tapes, cassettes, discs or cartridges.
  - k. unless described in the Declarations and a premium charged:
    - (1) a camper body; or
    - (2) a pickup cover with built-in cooking and sleeping equipment.



- l. A citizens-band radio, mobile or cellular telephone, television or other similar device for sending or receiving communications, including related items. However, these devices are covered if:

- (1) standard or optional **equipment** from the manufacturer of **your automobile** for that make, model and model year;
- (2) permanently installed in the dash or console opening designed for such **equipment**; or
- (3) described in the Declarations and a premium charged.

- m. a radio, stereo, stereo tape deck, compact disc player or other similar device designed for the reproduction of sound, including related items. However these devices are covered if:

- (1) standard or optional **equipment** for the manufacturer of **your automobile** for that make, model and model year; or
- (2) permanently installed in **your automobile**.

**Our** liability under m.(2) above shall not exceed \$1000 unless a greater amount is shown in the Declarations and a premium charged.

- n. Any device designed or used to detect or locate radar or any other speed measuring or calculating apparatus.

- o. radioactive contamination.

- p. loss caused by:

- (1) declared or undeclared war or insurrection; or
- (2) explosion of a nuclear weapon or its consequences.

### 3. COVERAGE EXTENSIONS

#### a. Trailers

The Damage To Your Automobile Coverages provided to **your automobile** extend to certain **trailers you** do not own. The **trailer** must:

- (1) be designed for use with a **private passenger automobile**;
- (2) used with **your private passenger automobile**; and
- (3) be other than a **trailer** of the home, office, store, display, or passenger type.

**Our** limit of liability for all loss and damage under this coverage extension is \$500 in any one **occurrence**.

#### b. Loss Of Use By Theft

Under Theft Coverage or Comprehensive Coverage, **we** will reimburse **you** for transportation expenses if **your private passenger automobile** is stolen. **We** will pay up to \$20 per day but not more than \$600 in one **occurrence**. **We** will pay such expenses incurred beginning 48 hours after **you** report the theft to **us** and to the police and ending when **your automobile** is returned to use or **we** pay for its loss.

#### c. Transportation Cost

Under the coverages for Damage To Your Automobile **we** will reimburse **you** for expenses **you** incur for transportation from where **your automobile** was disabled to **your** home or intended destination. The maximum payment is \$25 for each **occurrence**.

#### d. Personal Property

If **your automobile** is a **private passenger automobile**, **we** will extend the Comprehensive Coverage and the Collision Coverage that apply to **your automobile** to loss of or damage to personal property contained in or on **your automobile**. This coverage extension is subject to the following:

- (1) The personal property must be owned by **you**, a **relative**, or **your** employee.

- (2) Comprehensive Coverage is extended only for loss or damage because of:

- (a) fire;
- (b) lightning;
- (c) theft or attempted theft.

Unless the entire **automobile** is stolen, there must be visible signs of someone breaking into the **automobile** for (2)(c) above to apply.

- (3) This coverage extension does not apply to:

- (a) stereo tapes, cassettes, discs or car-tridges or related items.
- (b) a citizens-band radio, mobile or cellular telephone, television or other similar device for sending or receiving communications, including related items.
- (c) a radio, stereo, stereo tape deck, compact disc player or other similar device designed for the reproduction of sound, including related items.
- (d) property used in a business, trade or profession.
- (e) money or jewelry.
- (f) any device designed or used to detect or locate radar or any other speed measuring or calculating apparatus.
- (g) property specifically **insured**.

- (4) **Our** limit of liability for all loss or damage under this coverage extension is \$200 in any one **occurrence**.

- a. **We** will pay no more than the lowest of the following:

- (1) the actual cash value of stolen or damaged property;
- (2) the necessary cost, at local prices, to repair or replace the property or damaged parts with material of similar kind and quality; or
- (3) the Limit of Liability stated in the Declarations.

- b. **We** will, at **our** option, replace **your automobile** with a new one of equal value or pay **you your** original purchase price if:

- (1) **your automobile** is a **private passenger automobile**;
- (2) **you** purchased it new;
- (3) **we** determine the loss or damage can not be repaired; and
- (4) the loss or damage occurs within 90 days of the purchase date.

- c. **Your automobile** may have been altered, remodeled, converted or modified so that its value is substantially increased over that of a standard **automobile** of the same make and model. In that case, **we** will pay only a proportional share of any loss or damage. **We** will pay the proportion that the value of a standard **automobile** bears to the value of **your automobile**. This applies only when alteration, remodeling, conversion or modification affects the amount of the loss. It does not apply when an additional premium is charged based on the increased value.

- d. If a loss can be paid under either Comprehensive or Collision Coverage, payment will be made under the coverage that pays **you** the most.

#### 4. LIMIT OF LIABILITY

## SECTION IV - INDIVIDUAL NAMED INSURED

If the first named **insured** in the Declarations is an individual and the **automobile** described in the Declarations is a **private passenger automobile** the following extensions of coverage apply.

### 1. LIABILITY COVERAGE - BODILY INJURY AND PROPERTY DAMAGE

- a. The Liability Coverage provided for **your automobile** (that is not a **trailer**) also applies to an **automobile** (that is not a **trailer**) not:

- (1) owned by or furnished or available for regular use to **you** or anyone living with **you**. However, **we** will cover **your** liability for **your** use of an **automobile** (that is not a **trailer**) owned by or furnished for the regular use of a **relative**.
- (2) used in an **automobile** garage repair shop, sales agency, service station or public parking business **you** own or operate.

- b. **We** extend this coverage only:

- (1) to **you**;
- (2) to **relatives** who do not own an **automobile** (that is not a **trailer**); and
- (3) to anyone legally responsible for the use of the **automobile** (that is not a **trailer**) by the persons in (1) and (2) above.

- c. **We** do not cover:

- (1) the owner of the **automobile** (that is not a **trailer**).
- (2) an **automobile** used in **your** business or occupation or that of a **relative**, unless it is:
  - (a) a **private passenger automobile**; and

- (b) used by **you**, such **relative** or the chauffeur or household employee of either.

- (3) **you** or a **relative** using an **automobile** (that is not a **trailer**) without a reasonable belief of permission to do so.

### 2. DAMAGE TO YOUR AUTOMOBILE

- a. The Damage to Your Automobile Coverages provided for **your automobile** also apply to an **automobile** not:

- (1) owned by or furnished or available for regular use to **you** or anyone living with **you**.
- (2) used in an **automobile** garage, repair shop, sales agency, service station or public parking business **you** own or operate.

- b. **We** extend this coverage only:

- (1) to **you**; and
- (2) to **relatives** who do not own an **automobile**.

- c. **We** do not cover an **automobile** used in **your** business or occupation or that of a **relative** unless it is:

- (1) a **private passenger automobile**; and
- (2) used by **you**, such **relative**, or the chauffeur or household employee of either.

- d. These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

## SECTION V - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS

### 1. NOTIFY US PROMPTLY

- a. **You** and any person seeking coverage under this policy must notify **us** promptly as to how, when and where the accident happened. **We**

must have the names and addresses of any injured person and of any witnesses. Notice and documentation of loss must be given if **we** require it. Any loss or damage caused by theft, larceny, robbery, pilferage or trickery must be promptly reported to the police.

- b. If claim is made or **suit** is brought against **you** or any person entitled to coverage, **we** must be advised promptly. All papers in connection with claims or **suits** must be sent to **us** without delay.

- c. Under Uninsured Motorist Coverage and/or Underinsured Motorist Coverage, any person making claim must:

- (1) give **us** written notice and documentation of loss;
- (2) submit to examinations by physicians **we** select as often as **we** require; and
- (3) authorize **us** to obtain medical reports and other pertinent records.

**We** must be given copies of the legal papers if **suit** is brought against any person believed to be legally responsible.

## 2. ASSIST AND COOPERATE

- a. **You** and any person seeking coverage under this policy must cooperate with **us** in the investigation, settlement or defense of any

claim or **suit**. This includes submitting to a statement under oath and giving **us** access to any documents which **we** request.

- b. When a claim is made for damage to **your automobile**, **you** must let **us** examine the vehicle before repairs are made or evidence of loss removed.
- c. Following damage to **your automobile**, every reasonable effort must be made to protect the vehicle against further loss. **We** will pay the reasonable expenses incurred to do this.

## 3. PRESERVE OUR RIGHT TO RECOVER PAYMENTS

- a. If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and shall do nothing to prejudice it.
- b. The person to or for whom payment is made under Uninsured Motorist Coverage and/or Underinsured Motorist Coverage must hold in trust for **us** his rights of recovery against any legally liable person. He must do all that is proper to secure such rights and must do nothing to prejudice them. He must take any required action in his name to recover damages and reimburse **us** out of any proceeds to the extent of **our** payment.

# SECTION VI - GENERAL CONDITIONS

## 1. POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses which happen during the policy period as shown in the Declarations. They must take place within the United States of America, its territories or possessions, Canada or Mexico or between their ports.

relating to this insurance. The terms of this policy may not be changed except by written endorsement issued by **us**.

- b. **We** may adjust **your** premium during the policy term because of changes in the factors that were used to determine such premium. These factors include but are not limited to:

## 2. CHANGES

- a. This policy contains all the agreements between **you** and **us** or any of **our** agents

- (1) the principal place of garaging **your automobile**;

- (2) coverages, limits of liability and deductibles;

(3) the type, make and model of **your automobile** and its use;

(4) the operators of **your automobile**.

Premium adjustments will be made at the time of such changes or when **we** become aware of the changes, if later. **We** will use the governing rules and rates in effect on the inception date of the policy term.

### 3. FRAUD

**We** will not cover any person seeking coverage under this policy who has made fraudulent statements or engaged in fraudulent conduct with respect to procurement of this policy or to any **occurrence** for which coverage is sought.

### 4. LEGAL ACTION AGAINST US

- a. No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. Further, under the Liability Coverage no legal action may be brought until **we** agree a person entitled to coverage has an obligation to pay or until the amount of that obligation has been determined by judgement after trial. No one has any right under this policy to bring **us** into any action to determine the liability of any person **we** have agreed to protect.
- b. Bankruptcy or insolvency of any person **we** have agreed to protect will not relieve **us** of any obligation under the terms of this policy.

### 5. SEVERABILITY

Except as to **our** limit of liability, the coverage provided by this policy applies separately to each

person against whom claim is made or **suit** is brought.

### 6. DUPLICATION OF COVERAGE

- a. If this policy and any other policy or form of coverage provided by **us** or a company affiliated with **us**, provide coverage for the same loss or damage, **our** maximum limit of liability under all the policies or forms of coverage shall not exceed the highest limit of liability under any single policy or form of coverage applicable to the loss or damage.
- b. This condition does not apply to any policy or form of coverage issued by **us** or a company affiliated with **us** to specifically provide excess insurance over this policy.

### 7. ASSIGNMENT

No interest in this policy may be assigned without **our** written consent. But, if **you** should die within the policy term, the policy will cover as though named in the Declarations:

- a. **your** spouse, if **you** are an individual;
- b. **your** legal representative but only with respect to his legal responsibility for the maintenance or use of **your automobile**; and
- c. any person having proper temporary custody of **your automobile** until a legal representative is appointed;

provided **we** are given written notice of **your** death within 60 days. This requirement does not apply with regard to **your** spouse.

Georgia  
**ACCIDENTAL DEATH BENEFIT AND DISABILITY INCOME**  
Automobile Policy

It is agreed:

**1. DEFINITIONS**

The following definitions apply in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

- a. **Continuous disability** means the uninterrupted incapacity of the injured **insured person** to perform the usual duties of his or her occupation provided the incapacity extends beyond 14 days from the date the **bodily injury** is sustained.
- b. **Digital network** means any online-enabled application, software, website or system offered or utilized by a **transportation network company** that enables the prearrangement of rides with transportation network company drivers.
- c. **Insured person** means:
  - (1) **you**, if an individual;
  - (2) a **relative** who does not own an **automobile**; and
  - (3) any other person occupying **your automobile** with **your** permission.
- d. **Personal vehicle sharing program** means a legal entity engaged in the business of facilitating the sharing of an **automobile** by individuals.
- e. **Prearranged ride** means the provision of transportation by a driver to a requesting passenger, beginning when a driver accepts a ride requested by a passenger through a **digital network** controlled by a **transportation network company**, continuing while the driver transports a requesting passenger and ending when the requesting passenger departs from the **automobile**.
- f. **Transportation network company** means an entity that uses a **digital network** to connect passengers to transportation network company drivers.

**2. COVERAGE**

- a. **ACCIDENTAL DEATH BENEFIT**
  - (1) **We** will pay the accidental death benefit shown in the Declarations in the event of the death of an **insured person** provided:

- (a) death is, independent of all other causes, the direct result of **bodily injury** accidentally sustained while:

- 1) occupying **your automobile**; or
      - 2) getting into or out of **your automobile**; and

- (b) death occurs within 90 days of the date the accidental **bodily injury** is sustained.

**We** shall pay the accidental death benefit shown in the Declarations to the deceased **insured person's** surviving spouse; if none, to surviving children, share and share alike; if none, to surviving parents, share and share alike; if none, to the **insured person's** estate.

**b. DISABILITY INCOME**

- (1) **We** will pay an **insured person** the weekly indemnity shown in the Declarations for loss of salary, wages or commissions during a period of **continuous disability** of up to 52 weeks resulting, independent of all other causes, directly from **bodily injury** accidentally sustained while:

- (a) occupying **your automobile**; or
      - (b) getting into or out of **your automobile**.

- (2) No person shall be an **insured person** for this coverage who is not gainfully employed at the time the accidental **bodily injury** is sustained.

- (3) This coverage shall be excess of any similar disability income coverage available to any **insured person** except:

- (a) **you**, if an individual; and
      - (b) a **relative** who does not own an **automobile**.

- (4) Payment will be made to the **insured person** according to a schedule agreed upon by the **insured person** and **us**.

- (5) **We** will not pay any disability income indemnity for any loss of salary, wages or commissions after the date of an **insured person's** death.



### 3. EXCLUSIONS

The coverages provided by this endorsement do not apply to:

- a. **bodily injury** resulting from or arising out of an intentional act of:
  - (1) **yours**;
  - (2) a **relative**; or
  - (3) any other person occupying **your automobile**.
- b. any **automobile** while:
  - (1) preparing for;
  - (2) practicing for; or
  - (3) participating in any prearranged racing, speed or demolition contest.
- c. any **insured person** occupying a military vehicle.
- d. suicide or attempted suicide of an **insured person** whether sane or insane.
- e. any accident for which the **insured person** would be entitled to benefits payable under any workers compensation or similar law.
- f. **bodily injury** accidentally sustained while occupying or getting into or out of **your automobile** driven by a driver who is logged in to a **transportation network company's digital network**.

This exclusion does not apply:

  - (1) to an **insured person** while occupying or getting into or out of an **automobile you** do not own.
  - (2) when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **automobile** and the driver has not accepted a **prearranged ride**.
- g. the ownership, maintenance or use of **your automobile** while:
  - (1) enrolled in an electronic or written **personal vehicle sharing program agreement**; and
  - (2) being used in connection with such **personal vehicle sharing program**.

If **you** are an individual this exclusion does not apply to **you** or any **relative** while using such **automobile**.

### 4. LIMITS OF LIABILITY

We will pay each injured **insured person** no more than the limits shown in the Declarations regardless of the number of:

- a. **automobiles** shown or premiums charged in the Declarations;
- b. claims made or **suits** brought; or
- c. **automobiles** involved in the **occurrence**.

### 5. OTHER AUTOMOBILES COVERED

The coverage provided for **your automobile** by this endorsement also applies to certain other **automobiles**. It applies to:

- a. an **automobile you** do not own which is temporarily used as a substitute for **your automobile**. **Your automobile** must be out of use because of breakdown, repair, servicing, loss or destruction.
- b. an **automobile** which **you** acquire if:
  - (1) it replaces **your automobile** to which Accidental Death Benefit and Disability Income coverage applies. **You** must report the replacement **automobile** to **us** no later than:
    - (a) the expiration date; or
    - (b) 30 days after **you** take possession if the replacement **automobile** is acquired less than 30 days prior to the expiration dateof the policy term during which the **automobile** was acquired; or
  - (2) it is an additional **automobile**, provided **you**:
    - (a) report the additional **automobile** to **us** within 30 days after **you** take possession; and
    - (b) pay any required additional premiums.

This extension does not apply if **you** have other insurance of this type.

All other policy terms and conditions apply.

## AUTOMOBILE PHYSICAL DAMAGE PLUS ENDORSEMENT

### Georgia

It is agreed:

1. Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE, 1. COVERAGES a., b., c. and d.** are deleted and replaced by the following:

**a. Fire Coverage**

**We** will pay for direct physical damage to **your automobile** and its **equipment** caused by:

- (1) fire or lightning.
- (2) smoke or smudge because of a sudden, unusual or faulty operation of any fixed heating equipment where **your automobile** is stored.
- (3) windstorm, hail, earthquake, explosion, external discharge or leakage of water. **We** cover damage resulting from the stranding, sinking, burning, collision or derailment of any equipment being used to transport **your automobile** on land or water. **We** will also pay for general average and salvage charges for which **you** may be legally responsible.

**b. Theft Coverage**

**We** will pay for direct physical loss of or direct physical damage to **your automobile** and its **equipment** caused by theft, larceny, robbery or pilferage. **We** cover **your** loss when **you** are tricked into giving **your automobile** to another person.

**c. Comprehensive Coverage**

**We** will pay for direct physical loss of or direct physical damage to **your automobile** and its **equipment** from any cause except upset or collision with another object or with a vehicle to which it is attached.

**We** will also pay for:

- (1) glass breakage from any cause including upset or collision;
- (2) damage caused by missiles or falling objects; and
- (3) damage caused by collision with an animal or bird.

When a deductible is indicated in the Declarations for this coverage, **we** will reduce **our** payment by that amount.

**d. Collision Coverage**

**We** will pay for direct physical damage to **your automobile** and its **equipment** caused by acci-

dental collision with another object or by accidental upset.

When a deductible is indicated in the Declarations for this coverage, **we** will reduce **our** payment by that amount. If **your automobile** is a **private passenger automobile**, the deductible does not always apply. The deductible shall not apply:

- (1) in a collision with another **automobile**:

(a) **we** insure and which **you** do not own, rent or have in **your** care, custody or control; or

(b) whose owner or operator has been identified; and

1) is legally responsible for the entire amount of the damage; and

2) is covered by a **property damage** liability policy or bond; but only if the damage exceeds the deductible amount.

- (2) to **your** legally parked **private passenger automobile** in the event it is accidentally struck by another of **your private passenger automobiles**, provided Collision Coverage applies to both such **automobiles**.

2. Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE, 2. EXCLUSIONS**, exclusions **a.** and **b.** are deleted and replaced with the following:

**a.** loss of or damage to **your automobile** because of confiscation or destruction by any civil or governmental authorities because of illegal activities engaged in by:

(1) **you**; or

(2) a **relative**.

**b.** loss of or damage to **your automobile** because of or arising out of **your** intentional act or an intentional act committed at **your** direction or with **your** knowledge.

3. Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE, 4. LIMIT OF LIABILITY**, paragraph **a.** is deleted and replaced by the following:

**a.** (1) **We** will pay no more than the lowest of the following:



- (a) the Limit of Liability stated in the Declarations;
  - (b) the actual cash value of stolen or damaged property; or
  - (c) the necessary cost, at local prices, to repair or replace the property or damaged parts with material of similar kind and quality.
- (2) Except for damage to glass only and only if **your automobile** is repaired, **we** shall also pay under **4.a.(1)(b)** and **4.a.(1)(c)** imme-

diately above, an additional settlement amount for damage to **your automobile** because of or resulting from any real or perceived reduction in market value of **your automobile** after it has been repaired as compared to the real or perceived market value of **your automobile** prior to such damage.

All other policy terms and conditions apply.

## PET MEDICAL COVERAGE

### Automobile Policy

It is agreed:

1. The following definitions are added to **SECTION I - DEFINITIONS** as they apply to this endorsement only:

**Pet** means a cat or dog owned by **you** or a **relative**.

**Pet's replacement cost** means the monetary cost incurred to replace a **pet**, that is deceased, with another cat or dog of similar kind and quality. This does not include any cost for:

- a. veterinary care or services for the new **pet**;
- b. training of the new **pet**; or
- c. any other expenses incurred after the initial purchase of the new **pet**.

2. The following is added to **SECTION III - DAMAGE TO YOUR AUTOMOBILE, 3. COVERAGE EXTENSIONS:**

#### **Pet Medical Payments Coverage**

If COLLISION applies to at least one of **your automobiles** and a **pet** is occupying:

- (1) **your automobile** while being used with **your** permission or the permission of a **relative**;
- (2) an **automobile you** or a **relative** does not own which is temporarily used as a substitute for **your automobile**. **Your automobile** must be out of use because of breakdown, repair, servicing, loss or destruction;
- (3) an **automobile** which **you** acquire if:
  - (a) it replaces **your automobile**. **You** must report the replacement **automobile** to **us** no later than:
    - 1) the expiration date; or
    - 2) 30 days after **you** take possession if the replacement **automobile** is acquired less than 30 days prior to the expiration date of the policy term during which the **automobile** was acquired.
  - (b) it is an additional **automobile**, provided **you**:
    - 1) report the additional **automobile** to **us** within 30 days after **you** take possession; and
    - 2) pay any required additional premiums.
- (4) an **automobile** not owned by or furnished or available for regular use to:
  - (a) **you**; or

(b) anyone living with **you** who does not own an **automobile**; or

(5) an **automobile** not used in an **automobile** garage, repair shop, sales agency, service station, or public parking business **you** own or operate then if a **pet** is injured, dies or requires necessary or veterinary recommended euthanasia as the result of the collision of such **automobile**, **we** will pay:

- (1) those reasonable and necessary medical expenses incurred for the:
  - (a) care;
  - (b) recovery; and
  - (c) necessary or veterinary recommended euthanasia of such **pet**.
- (2) the **pet's replacement cost** if a **pet** dies or requires necessary or veterinary recommended euthanasia.
- (3) for the **pet's** injury. The **pet's** injury must be discovered, treated and reported to **us** within 30 days of the **occurrence**. **We** will pay only those medical expenses or the new **pet's replacement cost** incurred within one year of the **occurrence**.

**We** also extend this coverage to **you**:

- (1) if **you** are a partnership or joint venture, **your** members, **your** partners and their spouses;
- (2) if **you** are a limited liability company, **your** members;
- (3) if **you** are an organization other than a partnership, joint venture or limited liability company, **your** executive officers; or
- (4) if **you** are a trust, **your** trustees.

Pet Medical Payments does not apply to injury or death of a **pet**:

- (1) resulting from or arising out of an intentional act of **you** or a **relative**.
- (2) while occupying any **automobile**:
  - (a) preparing for;
  - (b) practicing for; or
  - (c) participating in any prearranged racing, speed or demolition contest.
- (3) resulting from or arising out of war, whether declared or not declared, insurrection or any of the

consequences.

- (4) while occupying an **automobile** located for use as a residence or premises.

For any one **pet**, in any one **occurrence**, **we** will not pay more than \$750 or the amount shown in the Declarations, whichever is higher, for medical expenses and the **pet's replacement cost** combined.

For two or more **pets**, in any one **occurrence**, **we** will not pay more than \$1500 or the amount shown in the Declarations, whichever is higher, for all of the **pet's** medical expenses and the **pet's replacement cost** combined.

No deductible applies.

The amount **we** pay shall not be increased because of the number of:

- (1) **automobiles** shown or premiums charged in the Declarations;

- (2) claims made or **suits** brought; or  
(3) **automobiles** involved in the **occurrence**.

If **we** make a payment under this endorsement and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and shall do nothing to prejudice it.

At **our** request **you** or a **relative** must authorize **us** to obtain veterinary and other records which pertain to the **pet's** injury. **You** must allow the **pet**, at **our** expense, to be examined by veterinarians **we** select as often as **we** may reasonably require.

All other policy terms and conditions apply.

Georgia  
**UNINSURED MOTORIST COVERAGE - ADDED ON TO**  
**AT-FAULT LIABILITY LIMITS**  
Automobile Policy

It is agreed:

**1. DEFINITIONS**

- a. The following definitions apply in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

(1) **Occupying** means being in or on an **automobile** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **automobile**.

(2) **Uninsured automobile** means an **automobile**:

(a) to which no **bodily injury** and **property damage** liability bond or liability insurance policy applies at the time of the **occurrence**;

(b) to which a **bodily injury** and **property damage** liability bond or insurance policy applies at the time of the **occurrence**. Such **automobile** shall be considered to be uninsured to the full extent of the Limits of Liability stated in the Declarations for Uninsured Motorist Coverage.

Such coverages shall apply to the injured person's losses in addition to the amounts payable under any available **bodily injury** liability and **property damage** liability insurance coverages. Available coverages under the **bodily injury** liability insurance and **property damage** liability insurance coverages on such **uninsured automobile** shall be the limits of coverage less any amounts by which the maximum amounts payable under such limits of coverage have, by reason of payment of other claims or otherwise, been reduced below the limits of coverage.

Uninsured Motorist Coverage shall not be used to duplicate payments made under any available **bodily injury** liability insurance and **property damage**

liability insurance coverages but instead shall be available as additional insurance coverage in excess of any available **bodily injury** liability insurance and **property damage** liability insurance coverages.

However, the injured person's combined recovery from Uninsured Motorist Coverage and the available coverages under the **bodily injury** liability insurance and **property damage** liability insurance on such **uninsured automobile** shall not exceed the sum of all economic and noneconomic losses sustained by the injured person.

(c) insured by a company that becomes insolvent;

(d) insured by a company that legally denies coverage;

(e) that is hit and run **automobile**. A hit and run **automobile** is one:

- 1) which causes **bodily injury** or **property damage** by actual physical contact with the injured person or the **automobile** the injured person is **occupying**; and
- 2) whose owner or operator is unknown.

Actual physical contact is not required if the description of the **occurrence** is corroborated by an eyewitness to the **occurrence** other than the injured person making a claim under this coverage. An **occurrence** involving a hit and run **automobile** must be reported to the police as soon as possible after the **occurrence**.

(f) to which no bond or deposit of cash or securities applies in lieu of **bodily injury** and **property damage** liability insurance.

**Uninsured automobile** does not include an **automobile**:

- (a) owned or leased by, furnished to or available for regular use of **you** or any **relative**;
- (b) whose owner has deposited cash or securities which apply to such **automobile** under the Motor Vehicle Safety Responsibility Act;
- (c) located for use as a residence or premises; or
- (d) that is designed for use primarily off public roads except while actually on public roads.

- b. As it applies to this endorsement only, the definition of **property damage** contained in **SECTION I - DEFINITIONS** of the policy is deleted and replaced by the following: **Property damage** means damage to or destruction of tangible property, but does not include loss of use of the property, unless such property is an **automobile**.

## 2. COVERAGE

- a. **We** will pay compensatory damages, including but not limited to loss of consortium, any person is legally entitled to recover from the owner or operator of an **uninsured automobile** because of **bodily injury** sustained by an injured person while **occupying** an **automobile** which is covered by **SECTION II - LIABILITY COVERAGE** of the policy. The **bodily injury** must be accidental and arise out of the operation, maintenance or use of the **uninsured automobile**.
- b. This coverage is extended to **you**, if an individual, as follows:
  - (1) **We** will pay compensatory damages, including but not limited to loss of consortium, **you** are legally entitled to recover from the owner or operator of any **uninsured automobile** because of **bodily injury you** sustain:
    - (a) when **you** are not **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy; or
    - (b) when **occupying** an **automobile** which is not covered by **SECTION II - LIABILITY COVERAGE** of the policy.
  - (2) The coverage extended in **2.b.(1)** above is also afforded to a **relative**.
- c. **We** will pay compensatory damages, including but not limited to loss of consortium:
  - (1) which **you** are legally entitled to recover from the owner or operator of an **uninsured**

**automobile** for **property damage** to **your automobile** including resulting loss of use; and

- (2) which **you**, a **relative** or any person **occupying your automobile** is legally entitled to recover for **property damage** to personal property contained in **your automobile**.

**Your automobile** must be covered by **SECTION II - LIABILITY COVERAGE** of the policy. The **property damage** must be accidental and arise out of the ownership, maintenance or use of the **uninsured automobile**.

- d. The **bodily injury** must be accidental and arise out of the ownership, maintenance or use of the **uninsured automobile**.
- e. With respect to compensatory damages resulting from an **occurrence** involving an **automobile** described in paragraph **1.b.(2)** of the definition of **uninsured automobile**, no coverage shall apply until the stated limits of liability of all applicable bonds and insurance policies have been exhausted by payment of judgments or settlements.
- f. Whether an injured person or a person whose property has been damaged is legally entitled to recover compensatory damages, including but not limited to loss of consortium, and the amount of damages shall be determined by agreement between the injured person or property owner and **us**. No default judgment against any known person or organization alleged to be legally responsible for the **bodily injury** or **property damage** shall be conclusive, as between **you** and **us**, as to the establishment of legal liability or the amount of damages to which **you** are legally entitled.

## 3. EXCLUSIONS

Uninsured Motorist Coverage does not apply to:

- a. punitive or exemplary damages;
- b. any claim made by any insurer or self-insurer under any workers compensation law;
- c. directly or indirectly benefit any insurer of property; or
- d. injury or destruction of property for which the property owner has been fully compensated by other property or physical damage insurance.

## 4. LIMIT OF LIABILITY

The limit of **our** liability for Uninsured Motorist Coverage in any one **occurrence** shall be as follows:

a. For **bodily injury**:

(1) The limit stated for "each person" is the total amount of coverage and the most **we** will pay subject to **4.a.(2)** below, for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to one person in any one **occurrence**.

(2) The limit stated for "each occurrence" is the total amount of coverage and the most **we** will pay, subject to **4.a.(1)** above, for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to two or more persons in any one **occurrence**.

b. For **property damage**, the limit stated in the Declarations for Uninsured Motorist Property Damage is the amount of coverage and the most **we** will pay for damage to all property in any one **occurrence** subject to the following:

(1) **Our** payment for **property damage** in any **occurrence** shall be reduced by any Uninsured Motorist Property Damage deductible shown in the Declarations.

(2) The deductible shown in the Declarations will not apply if:

(a) the **automobile** involved in the accident is insured by **us** for both Collision Coverage and Uninsured Motorist Property Damage Coverage; and

(b) the operator of the other automobile involved in the accident has been positively identified and is more than 50% at fault.

c. The Limit of Liability is not increased because of the number of:

(1) **automobiles** shown or premiums charged in the Declarations;

(2) claims made or **suits** brought;

(3) persons injured; or

(4) **automobiles** involved in the **occurrence**.

d. **We** shall not pay any amounts which duplicate payments for the same elements of loss for which the injured person has received or will receive payment.

5. **OTHER UNINSURED MOTORIST COVERAGE**

a. If uninsured motorist coverage applies to the injured person under more than one policy, the following order of recovery applies:

(1) The policy providing uninsured motorist coverage to the injured person as a named insured or **relative** shall apply first.

(2) The policy providing uninsured motorist coverage that is applicable to the **automobile** the injured person was **occupying** at the time of the **occurrence** shall apply second.

b. If there is other uninsured motorist coverage provided by any other policy which applies on the same level of recovery, **we** will pay **our** share of the compensatory damages, including but not limited to loss of consortium. **Our** share will be the ratio of **our** limit of liability to the total of all limits which apply.

6. **CONDITIONS**

The following condition applies in addition to those contained in **SECTION VI - GENERAL CONDITIONS** of the policy.

**TIME LIMITATION FOR ACTION AGAINST US**

Any person seeking Uninsured Motorist Coverage must:

a. present a claim for compensatory damages, including but not limited to loss of consortium, according to the terms and conditions of the policy; and

b. conform with any applicable statute of limitations applying to **bodily injury** claims of the state in which the accident occurred.

7. **SECTION V - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS** of the policy is amended as follows:

Under **3. PRESERVE OUR RIGHTS TO RECOVER PAYMENTS**, the following provision is added to paragraph **b.**:

**We** shall not be entitled to reimbursement from any such proceeds until the injured person has been fully compensated for all damages.

All other policy terms and conditions apply.



## LIMITED TRANSPORTATION NETWORK COMPANY DRIVER COVERAGE

### Automobile Policy

It is agreed:

#### 1. DEFINITIONS

The following definitions apply in addition to those contained in **SECTION I – DEFINITIONS** of the policy.

- a. **Digital network** means any online-enabled application, software, website or system offered or utilized by a **transportation network company** that enables the prearrangement of rides with transportation network company drivers.
- b. **Prearranged ride** means the provision of transportation by a driver to a requesting passenger, beginning when a driver accepts a ride requested by a passenger through a **digital network** controlled by a **transportation network company**, continuing while the driver transports a requesting passenger and ending when the requesting passenger departs from the **automobile**.
- c. **Transportation network company** means an entity that uses a **digital network** to connect passengers to transportation network company drivers.

#### 2. Under **SECTION II – LIABILITY COVERAGE, 2. EXCLUSIONS**, c. is deleted and replaced by the following exclusion.

- c. to any **automobile** while:
  - (1) used as a public or livery conveyance for a fee;
  - (2) hired by or rented to others for a fee;
  - (3) available for hire by the public for a fee; or
  - (4) being used by a driver who is logged in to a **transportation network company's digital network** and is involved in an accident with such **automobile**.

This exclusion **c.(1)-(4)** does not apply:

- (a) to car pooling on a share the expense basis;
- (b) to the use of any **automobile** for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received; or
- (c) while a driver is logged in to a **transportation network company's digital network** and has not accepted a **prearranged ride**.

This exception (c), applies only when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **automobile**.

#### 3. **SECTION III - DAMAGE TO YOUR AUTOMOBILE**, is amended.

- a. Under **2. EXCLUSIONS**, the following exclusion is added:  
any **automobile** while:
  - (1) used as a public or livery conveyance for a fee;
  - (2) hired by or rented to others for a fee;
  - (3) available for hire by the public for a fee; or
  - (4) being used by a driver who is logged in to a **transportation network company's digital network** and is involved in an accident with such **automobile**.

This exclusion **a.(1)-(4)** does not apply:

- (a) to car pooling on a share the expense basis;
- (b) to the use of any **automobile** for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received; or
- (c) while a driver is logged in to a **transportation network company's digital network** and has not accepted a **prearranged ride**.

This exception (c), applies only when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **automobile**.

- b. Under **3. COVERAGE EXTENSIONS**, the following extension is added:

#### **Excess Comprehensive and Collision Coverage**

**We** will extend the Comprehensive and Collision Coverage that apply to **your automobile** and its **equipment** when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **automobile** while a driver is logged in to a **transportation network company's digital network** and has accepted a **prearranged ride**.

The coverage afforded by this extension shall be excess of any other **transportation network company** physical damage coverage. However, when such other **transportation network company** physical damage coverage is subject to a

deductible greater than the deductible which applies to this coverage, **we** will pay the difference between the two deductibles.

All other policy terms and conditions apply.



59176 (11-86)

## INTEREST RATE ENDORSEMENT

It is agreed:

Any interest which must be paid on a judgment which is awarded to the Insured as a result of his or her suit against the Company will accrue at a rate equal to the rate established at auction for 26 week United States Treasury Bills immediately preceding the date the judgment is entered, however said interest rate shall not exceed 12 percent per year.

59176 (11-86)

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69405 (1-16)

## PRESERVE OUR RIGHT TO RECOVER PAYMENTS

### Automobile Policy

It is agreed:

**SECTION V – WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS, 3. PRESERVE OUR RIGHT TO RECOVER PAYMENTS** is amended. The following condition is added.

If the claim paid is less than the agreed loss because of any deductible or other limiting terms, the recovery is

prorated between **you** and **us** based on the interest of each in the loss. This condition only applies if **we** pay for a loss and then payment is made by those responsible for the loss.

All other policy terms and conditions apply.

69405 (1-16)

Page 1 of 1

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89432 (4-09)

## AMENDATORY - YOU AND YOUR

### Automobile Policy

It is agreed:

Under **SECTION I - DEFINITIONS**, definition **12.**, **you** or **your** is deleted and replaced with the following:

**12. You** or **your** means any named insured shown in the Declarations and if an individual, such individual

named insured's spouse who resides in the same household.

All other policy terms and conditions apply.

89432 (4-09)

Page 1 of 1

69724 (1-20)

Georgia  
**AMENDATORY - INTENTIONAL ACT**  
Automobile Policy

It is agreed:

**SECTION III - DAMAGE TO YOUR AUTOMOBILE, 2. EXCLUSIONS** is amended.

Exclusion **b.** is deleted and replaced by the following exclusion.

**b.** loss of or damage to **your automobile** because of or arising out of **your** intentional act or an intentional act committed at **your** direction or with **your** knowledge. This exclusion does not apply to an innocent insured to the extent of such innocent insured's interest in **your automobile**, less any payments we make to any loss payee and coverage being within the Limit of Liability:

- (1) if the loss of or damage to **your automobile** arose out of an act of family violence or sexual assault by an insured; and
- (2) if a family violence or sexual assault complaint for such act has been brought against the insured that committed the act of family violence or sexual assault.

Insured means any named insured shown in the Declarations and if an individual, such individual named insured's spouse who resides in the same household.

All other policy terms and conditions apply.

69724 (1-20)

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89023 (7-06)

**AIR BAG REPLACEMENT COVERAGE ENDORSEMENT**  
Automobile Policy

It is agreed:

Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE, 3. COVERAGE EXTENSIONS**, the following coverage extension is added:

**Air Bag Replacement Coverage**

If **your automobile** is a **private passenger automobile**, we will extend the Comprehensive Coverage that applies to **your automobile** for the replacement of the air bag when it inflates without **your automobile** having been involved in a Comprehensive or Collision loss.

All other policy terms and conditions apply.

89023 (7-06)

Page 1 of 1

## AMENDATORY ENDORSEMENT SECTION II - LIABILITY COVERAGE Automobile Policy

It is agreed:

Under **SECTION II - LIABILITY COVERAGE, 2. EXCLUSIONS**, i. is deleted and replaced by the following:

- i. to any person or organization for damage to property or an **automobile** owned by, rented to or in the care, custody or control of that person or organization. This exclusion does not apply to **property damage** to a residence or private garage, caused by a **private passenger automobile**, when the residence or private garage is rented to or is in the care, custody or control of that person or organization.

All other policy terms and conditions apply.

## PERSONAL VEHICLE SHARING PROGRAM EXCLUSION Automobile Policy

It is agreed:

### 1. DEFINITIONS

The following definition applies in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

**Personal vehicle sharing program** means a legal entity engaged in the business of facilitating the sharing of an **automobile** by individuals.

### 2. SECTION II – LIABILITY COVERAGE, 2. EXCLUSIONS is amended. The following EXCLUSION is added.

**We** do not provide Liability Coverage for the ownership, maintenance or use of **your automobile** (that is not a **trailer**) while:

- a. enrolled in an electronic or written **personal vehicle sharing program** agreement; and
- b. being used in connection with such **personal vehicle sharing program**.

If **you** are an individual this exclusion does not apply to **you** or any **relative** while using such **automobile**.

### 3. SECTION III – DAMAGE TO YOUR AUTOMOBILE, 2. EXCLUSIONS is amended. The following EXCLUSION is added.

Loss to **your automobile** (that is not a **trailer**) which occurs while:

- a. enrolled in an electronic or written **personal vehicle sharing program** agreement; and
- b. being used in connection with such **personal vehicle sharing program**.

If **you** are an individual this exclusion does not apply to **you** or any **relative** while using such **automobile**.

All other policy terms and conditions apply.

## COMMON LOSS DEDUCTIBLE

### Automobile Policy

It is agreed:

**SECTION III – DAMAGE TO YOUR AUTOMOBILE** is amended. The following provision is added.

1. If **you** have a Homeowners or Mobile Homeowners policy with **us** or a company affiliated with **us** and there is a covered loss under **your** Homeowners or Mobile Homeowners policy and:
  - a. this policy; or
  - b. a **relative's** Automobile policy insured with **us** or a company affiliated with **us**, that includes the endorsement entitled Common Loss Deductible then, at **your** option, the **automobile** deductible applicable to the loss will be reduced by the amount of the Homeowners or Mobile Homeowners policy deductible. In the event that more than one **auto-mobile** deductible provision applies to the same

covered loss, with **your** permission, **we** will use the deductible that benefits **you** the most.

2. However:
  - a. the covered losses must result from a single **occurrence** and **you** must file a claim on each of the covered losses.
  - b. the amount of loss under each policy must exceed the applicable deductible and result in a paid loss.
  - c. in no event will the amount of such reduction exceed the amount of the applicable **auto-mobile** deductible.
  - d. this provision only applies to one **automobile** deductible per household.

All other policy terms and conditions apply.

## FINANCIAL RESPONSIBILITY AND COMPULSORY INSURANCE LAWS AMENDATORY

### Automobile Policy

It is agreed:

**SECTION II – LIABILITY COVERAGE** is amended. **5. FINANCIAL RESPONSIBILITY AND COMPULSORY INSURANCE LAWS** is deleted and replaced by the following provision.

**5. FINANCIAL RESPONSIBILITY AND COMPULSORY INSURANCE LAWS**

While **your automobile** is subject to the laws of another state or Canada, **we** will:

- a. increase the limit of liability for **bodily injury** or **property damage** to comply with the minimum requirements of a financial responsibility or compulsory insurance law of the jurisdiction where **your automobile** is being operated; and

- b. provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where **your automobile** is being used.

This provision does not apply to any limits required by any law governing motor carriers of property or passengers.

**We** will not duplicate payments available under this or any other insurance for the same elements of loss.

All other policy terms and conditions apply.

## WAIVER OF DEDUCTIBLE – GLASS DAMAGE

### Automobile Policy

It is agreed:

Under **SECTION III – DAMAGE TO YOUR AUTOMOBILE, 1. COVERAGES, c. Comprehensive Coverage**, the following provision is added:

A Comprehensive Coverage deductible stated in the Declarations does not apply to the replacement of glass, laminated glass or safety glass contained in the windshield, rear window, a door window or any other side window of **your automobile** as a result of a covered loss or damage.

The provisions of this endorsement do not apply to:

- 1.** any light or any component of any light of **your automobile**;
- 2.** sunroofs of any type;
- 3.** removeable roof panels of any type; or
- 4.** mirrors of any type.

All other policy terms and conditions apply.

## WAIVER OF GLASS DEDUCTIBLE FOR REPAIR

### Automobile Policy

It is agreed:

Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE, 1. COVERAGES, c. Comprehensive Coverage**, the following provision is added:

A deductible stated in the Declarations for Comprehensive Coverage does not apply to the repair of safety or laminated glass contained within the windshield, rear window, a door window or any other side window of **your automobile**, provided both **you** and **we** agree to the repair.

The provisions of this endorsement do not apply to:

- (1) any light or any component of any light of your **automobile**;
- (2) sunroofs of any type;
- (3) removable roof panels of any type; or
- (4) mirrors of any type.

All other policy terms and conditions apply.

## ADDITIONAL AND REPLACEMENT AUTOMOBILE COVERAGE

### Automobile Policy

It is agreed:

1. Under **SECTION II - LIABILITY COVERAGE, 1. COVERAGE, c. Other Automobiles Covered** is deleted and replaced by the following:

**c. Other Automobiles Covered**

The Liability Coverage provided for **your automobile** also applies to certain other **automobiles**. It applies:

- (1) to an **automobile you** do not own which is temporarily used as a substitute for **your automobile**. **Your automobile** must be out of use because of breakdown, repair, servicing, loss or destruction. The owner of the substitute **automobile** is not covered.
- (2) to an **automobile which you** acquire if:
  - (a) it replaces **your automobile**. **You** must report the replacement **automobile** to **us** no later than:
    - 1) the expiration date; or
    - 2) 30 days after **you** take possession if the replacement **automobile** is acquired less than 30 days prior to the expiration dateof the policy term during which the **automobile** was acquired; or
  - (b) it is an additional **automobile**, provided **you**:
    - 1) report the additional **automobile** to **us** within 30 days after **you** take possession; and
    - 2) pay any required additional premiums.

This extension does not apply if **you** have other liability insurance that applies to the **automobile you** acquire.

2. Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE, 1. COVERAGES, f. Other Automobiles Covered** is deleted and replaced by the following:

**f. Other Automobiles Covered**

- (1) The Damage To Your Automobile Coverages provided for **your automobile** also apply to certain other **automobiles**. They apply:
  - (a) to an **automobile you** do not own which is temporarily used as a substitute for **your automobile**. **Your automobile**

must be out of use because of breakdown, repair, servicing, loss or destruction.

- (b) to an **automobile which you** acquire if:

- 1) it replaces **your automobile**. **You** must report the replacement **automobile** to **us** no later than:
  - a) the expiration date; or
  - b) 30 days after **you** take possession if the replacement **automobile** is acquired less than 30 days prior to the expiration date of the policy term during which the **automobile** was acquired.
- 2) it is an additional **automobile**, provided **you**:
  - a) report the additional **automobile** to **us** within 30 days after **you** take possession; and
  - b) pay any required additional premiums.

- (2) When an **automobile** described by and subject to the conditions in **f.(1)(b)** above:

- (a) is not provided Comprehensive Coverage, then Comprehensive Coverage shall be provided with a \$500 deductible; or
- (b) is not provided Collision Coverage, then Collision Coverage shall be provided with a \$500 deductible

for the lesser of:

- (a) 30 days from the date the **automobile** was acquired; or
- (b) the expiration date of the policy term during which the **automobile** was acquired when such policy term is not renewed.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, paragraph **f.(1)(a)** above applies if **you** are legally liable.

All other policy terms and conditions apply.

## ROAD TROUBLE SERVICE Automobile Policy

It is agreed:

### SECTION III - DAMAGE TO YOUR AUTOMOBILE,

**1. COVERAGES** is amended. Paragraph **e. Road Trouble Service** is deleted and replaced by the following paragraph.

#### **e. Road Trouble Service**

- (1) When Road Trouble Service is shown in the Declarations for **your automobile** and the towing service representative is contacted at 1-888-869-2642 or through the Auto-Owners Mobile app, in any one disablement **we** will:
  - (a) pay for:
    - 1) towing or transporting such **automobile** to the nearest qualified service facility or a service facility of the operator's choice located fifteen (15) miles or less from the place of disablement; and
    - 2) the cost of labor performed on such **automobile** at the place of disablement.
  - (b) reimburse **you** for:
    - 1) towing or transporting an **automobile** to the nearest qualified service facility or a service facility of the operator's choice located fifteen (15) miles or less from the place of disablement; and
    - 2) the cost of labor performed on an **automobile** at the place of disablement when coverage under **SECTION IV - INDIVIDUAL NAMED INSURED**,

### **2. DAMAGE TO YOUR AUTOMOBILE**

applies to such **automobile**.

In the event that such **automobile** is towed or transported to a service facility, other than the nearest qualified service facility, located more than fifteen (15) miles from the place of disablement, **you** will be responsible for the additional charges.

- (2) When Road Trouble Service is shown in the Declarations for **your automobile** and the towing service representative is not contacted at 1-888-869-2642 or through the Auto-Owners Mobile app, in any one disablement **we** will reimburse **you** the actual cost up to and including seventy-five dollars (\$75) for **your automobile** or an **automobile** when coverage under **SECTION IV - INDIVIDUAL NAMED INSURED, 2. DAMAGE TO YOUR AUTOMOBILE** applies. This includes:
  - (a) towing or transporting to the service facility of the operator's choice; and
  - (b) the cost of labor performed at the place of disablement.

**You** will be responsible for any charges that exceed the limit of seventy-five dollars (\$75). No deductible applies.

All other policy terms and conditions apply.



## ORIGINAL EQUIPMENT MANUFACTURER PARTS

### Automobile Policy

It is agreed:

#### SECTION III – DAMAGE TO YOUR AUTOMOBILE, 4. LIMIT OF LIABILITY is amended.

1. Paragraph **a.** is deleted for purposes of this endorsement only.
2. The following provision is added:  
**We** will pay no more than the lowest of the following:
  - a.** the necessary cost, at local prices, to repair or replace damaged parts with:
    - (1) new original equipment manufacturer parts through the age of two years, if reasonably available; or
    - (2) material of similar kind and quality after the age of two years;
  - b.** the actual cash value of stolen or damaged property; or
  - c.** the Limit of Liability stated in the Declarations.
3. For purposes of this endorsement only:
  - a.** When new original equipment manufacturer parts are specified, but such parts are not reasonably available or if **you** and **we** agree,

repairs may include use of aftermarket, reconditioned or recycled parts.

- b.** Safety equipment will be repaired or replaced with new original equipment manufacturer parts when available.
- c.** Age means the current calendar year minus the model year of **your automobile** stated in the Declarations.
- d.** Safety equipment means:
  - (1) air bag components;
  - (2) brakes;
  - (3) seat belts;
  - (4) steering components, including tie rods;
  - (5) steering racks;
  - (6) suspension components, both front and rear; or
  - (7) tires.

All other policy terms and conditions apply.

## RENTED AUTOMOBILE REPLACEMENT COVERAGE

### Automobile Policy

It is agreed:

#### 1. DEFINITIONS

The following definition applies to this endorsement in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

**Rented automobile** means a **private passenger automobile** or a truck with a registered gross vehicle weight of 26,000 pounds or less, owned by and registered in the name of a person or organization licensed to be engaged in the business of renting **automobiles**, without drivers, to others provided the **automobile** use rate is determined on a monthly, weekly or daily basis and the rental agreement is for a period of 30 days or less.

#### 2. COVERAGE

The coverage provided by **SECTION IV - INDIVIDUAL NAMED INSURED** to a **rented automobile**, rented by **you** or a **relative** who does not own an **automobile**, shall include the following provision provided **your automobile** is insured for both COMPREHENSIVE COVERAGE and COLLISION COVERAGE by the policy.

If, as a result of accidental loss or damage, **we** and the owner of the **rented automobile** agree that it is a constructive total loss and the terms of the written rental agreement require the **rented automobile** be replaced with a new **automobile**, **we** shall replace the **rented automobile** with a new **automobile**:

- a. of the same make and model; and
- b. of the current model year; and
- c. with comparable **equipment** and operating features.

If such **automobile** is not available, **we** shall provide a new replacement **automobile** of comparable type and quality.

This provision applies without regard to fault or negligence on the part of **you** or **your relative**.

All other policy terms and conditions apply.

## LOSS OF USE - RENTAL FEE REIMBURSEMENT

### Automobile Policy

It is agreed:

#### 1. COVERAGE

If **your automobile** is a **private passenger automobile** insured for Comprehensive Coverage and Collision Coverage by the policy; and

- a. those coverages extend to a **private passenger automobile** you rent from a licensed rental **automobile** agency; and
- b. that rental **automobile** sustains loss or damage covered by the policy;

**we** will reimburse **you** for payment of the daily or weekly rental fee that would have been paid if the rental **automobile** had not sustained loss or damage.

#### 2. CONDITIONS

The following conditions apply in addition to those contained in **SECTION VI - GENERAL CONDITIONS** of the policy.

- a. **You** must be required by the rental agreement to continue payment of the daily or weekly rental fee when loss or damage to the rental **automobile**:
  - 1) prevents rental of that **automobile** to others; and
  - 2) the loss or damage is covered by the policy.
- b. **You** must report the **occurrence** that results in the rental **automobile** being unavailable for use to **us** as soon as practicable.
- c. **We** will provide this coverage for a period beginning the day following the **occurrence** and ending, regardless of the policy expiration date, at the earliest of the following:
  - 1) the day repairs to the rental **automobile** are completed;
  - 2) the day **we** make payment for replacement of the rental **automobile**; or
  - 3) thirty (30) days after the date coverage begins.

However, coverage will not exceed a period longer than that required to repair or replace the rental **automobile**, exercising due diligence and dispatch.

- d. **You** must submit proper receipts to **us** for all expenses claimed under this coverage.
- e. If **you** are covered by **your** employer's insurance policy, then the Company writing **your** employer's insurance policy has primary responsibility to pay claims arising from the use of the rented vehicle. The coverage provided by this endorsement shall be excess over any coverage provided by **your** employer's policy.

All other policy terms and conditions apply.

## ADDITIONAL EXPENSE COVERAGE

### Automobile Policy

It is agreed:

**SECTION III - DAMAGE TO YOUR AUTOMOBILE, 3. COVERAGE EXTENSIONS, b. Loss of Use By Theft** is deleted and replaced by the following:

**b. Loss Of Use**

- (1) If Comprehensive Coverage or Collision Coverage, provided by this policy, apply to loss of or damage to **your automobile**, **we** will reimburse **you** for the actual amount paid for necessary additional transportation expenses subject to the following.
  - (a) If **your automobile** is stolen, **we** will reimburse **you** for expenses incurred during the period:
    - 1) beginning 48 hours after **you** report the theft to **us** and the police; and
    - 2) ending, regardless of the policy expiration date, on the day:
      - a) **your automobile** is returned; or
      - b) **we** offer to pay for its loss.
  - (b) If **we** determine **your automobile** is a constructive total loss by reason other than theft, **we** will reimburse **you** for expenses incurred during the period:
    - 1) beginning the day the **occurrence** is reported to us; and
    - 2) ending, regardless of the policy expiration date, on the day **we** offer to pay for its loss.
  - (c) If **your automobile** sustains other covered loss or damage, **we** will reimburse **you** for expenses incurred during the period:
    - 1) beginning the day **your automobile** becomes unavailable for use, provided **you** have reported the loss or damage to **us**; and
    - 2) ending, regardless of the policy expiration date, on the day repairs are completed.However, **we** will not reimburse expenses for a period longer than that required to repair **your automobile** exercising due diligence and dispatch.
  - (d) **Our** reimbursement will not exceed the:
    - 1) per day limit; and
    - 2) total limit for any one **occurrence**;stated in the Declarations for this coverage.
- (2) **We** will reimburse **you** for reasonable expenses, other than transportation expenses, incurred during a period of 24 hours following the covered **occurrence** in which **your automobile** was accidentally damaged. These expenses must be unavoidably incurred as a direct result of that damage. They may include but are not limited to food and lodging.
- (3) **You** must submit proper receipts to **us** for all expenses claimed under b.(1) and b.(2) above.
- (4) Application of a Comprehensive Coverage or Collision Coverage deductible does not affect this coverage.

All other policy terms and conditions apply.

## COMBINED LIMIT OF LIABILITY

### Automobile Policy

It is agreed:

Under **SECTION II - LIABILITY COVERAGE, 4. LIMIT OF LIABILITY** is deleted and replaced by the following:

#### LIMIT OF LIABILITY

**We** will pay damages for **bodily injury** or **property damage** up to the limit of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:

- a. The limit stated for "each occurrence" is the total amount of coverage and the most **we** will pay for damages because of or arising out of all **bodily injury** and **property damages** in any one **occurrence**.
- b. Subject to the provisions of a. above, the limit of liability applicable to a **trailer**, non-motorized farm machine or farm wagon which is connected to an **automobile** covered by this policy shall be the limit of liability stated in the Declarations for this coverage as it applies to such **automobile**. The **automobile** and connected **trailer**, non-motorized farm machine or farm wagon are considered one **automobile** and do not increase the limit of liability.
- c. The limit of liability applicable to a **trailer** covered by this policy:
  - (1) which is not connected to an **automobile**; or
  - (2) which is connected to an **automobile** not covered by this policy;shall be the limit liability applicable to **your automobile**. If this policy covers more than one of **your automobiles**, the highest limit of liability applicable to any one such **automobile** shall apply.
- d. The limit of liability for this coverage may not be added to the limits for the same or similar coverage applying to other **automobiles** insured by this policy to determine the amount of coverage available for any one occurrence regardless of the number of:
  - (1) **automobiles** shown in the Declarations;
  - (2) premiums charged in the Declarations or premiums paid;
  - (3) claims presented or **suits** brought;
  - (4) persons injured; or
  - (5) **automobiles** involved in the **occurrence**.

All other policy terms and conditions apply.

Georgia  
**POLICY CANCELLATION AND NONRENEWAL**  
Automobile Policy

It is agreed:

The following conditions apply in addition to those contained in **SECTION VI - GENERAL CONDITIONS** of the policy.

**1. CANCELLATION**

- a. **You** may cancel this policy by:
- (1) returning it to **us**; or
  - (2) notifying **us** or **our** authorized agent of the date cancellation is to take effect either:
    - (a) orally;
    - (b) electronically; or
    - (c) in writing.
- b. If **you** are:
- (1) a natural person; or
  - (2) one or more related persons residing in the same household; and
- this policy insures only four or less **private passenger automobiles** or motorcycles, **we** may cancel this policy by mailing or delivering written notice stating the reason for cancellation to **you** at **your** last address known to **us**. This notice shall be mailed or delivered at least:
- (1) 10 days prior to the effective date when cancellation is for nonpayment of premium; or
  - (2) 10 days prior to the effective date when cancellation is for other than nonpayment of premium and this policy has been in effect less than 60 days; or
  - (3) 30 days prior to the effective date when cancellation is for other than nonpayment of premium and this policy has been in effect 60 days or more.
- c. If **you** are not subject to **1.b.** above, **we** may cancel this policy by mailing or delivering written

notice stating the reason for cancellation to **you** at **your** last address known to **us**. This notice shall be mailed or delivered at least:

- (1) 10 days prior to the effective date when cancellation is for nonpayment of premium; or
  - (2) 10 days prior to the effective date when cancellation is for other than nonpayment of premium and this policy has been in effect less than 60 days; or
  - (3) 45 days prior to the effective date when cancellation is for other than nonpayment of premium and this policy has been in effect 60 days or more.
- d. In the event of oral cancellation, **we** shall, within 10 days provide **you**, electronically or in writing, confirmation of such requested cancellation.
- e. **We** may require that **you** provide written, electronic or other recorded verification of the request for cancellation prior to such cancellation taking effect.
- 2. NONRENEWAL**
- If **we** decide not to renew this policy, **we** will mail or deliver written notice stating the reason for nonrenewal to **you** at **your** last address known to **us**. This notice shall be mailed or delivered at least:
- a. 30 days prior to the expiration of this policy if **you** are subject to **1.b.** above; or
  - b. 45 days prior to the expiration of this policy if **you** are not subject to **1.b.** above.

All other policy terms and conditions apply.

## AMENDATORY OF SECTION IV - INDIVIDUAL NAMED INSURED

### Automobile Policy

It is agreed:

1. For this endorsement only, the definition of **you** or **your** is superseded by the following definition.

**You** or **your** means an individual shown as named insured in the Declarations and such person's spouse who resides in the same household.

2. **SECTION IV - INDIVIDUAL NAMED INSURED** is deleted and replaced by the following.

#### **SECTION IV - INDIVIDUAL NAMED INSURED**

The following extensions of coverage apply if a named insured shown in the Declarations is an individual and an **automobile** described in the Declarations is a **private passenger automobile**.

#### **1. LIABILITY COVERAGE - BODILY INJURY AND PROPERTY DAMAGE**

- a. The Liability Coverage provided for **your automobile** (that is not a **trailer**) also applies to an **automobile** (that is not a **trailer**) not:
  - (1) owned by or furnished or available for regular use to **you** or anyone living with **you**. However, **we** will cover **your** liability for **your** use of an **automobile** (that is not a **trailer**) owned by or furnished for the regular use of a **relative**.
  - (2) used in an **automobile** garage repair shop, sales agency, service station or public parking business **you** own or operate.
- b. **We** extend this coverage only:
  - (1) to **you**;
  - (2) to **relatives**:
    - (a) who do not own an **automobile** (that is not a **trailer**); or
    - (b) who own an **automobile** described in the Declarations; and
  - (3) to anyone legally responsible for the use of the **automobile** (that is not a trailer) by the person in **b.(1)** and **b.(2)** above.
- c. **We** do not cover:
  - (1) the owner of the **automobile** (that is not a trailer).

- (2) an **automobile** used in the business or occupation of any named insured or that of a **relative**, unless it is:
  - (a) a **private passenger automobile**; and
  - (b) used by **you**, such **relative** or the chauffeur or household employee of either.
- (3) **you** or a **relative** using an **automobile** (that is not a **trailer**) without a reasonable belief of permission to do so.

#### **2. DAMAGE TO YOUR AUTOMOBILE**

- a. The **Damage to Your Automobile Coverages** provided for **your automobile** also apply to an **automobile** not:
  - (1) owned by or furnished or available for regular use to **you** or anyone living with **you**.
  - (2) used in an **automobile** garage, repair shop, sales agency, service station or public parking business **you** own or operate.
- b. **We** extend this coverage only:
  - (1) to **you**; and
  - (2) to **relatives**:
    - (a) who do not own an **automobile** (that is not a **trailer**); or
    - (b) who own an **automobile** described in the Declarations.
- c. **We** do not cover an **automobile** used in **your** business or occupation or that of a **relative** unless it is:
  - (a) a **private passenger automobile**; and
  - (b) used by **you** or such **relative**, or the chauffeur or household employee of either.
- d. These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

All other policy terms and conditions apply.

Georgia  
**AMENDATORY ENDORSEMENT**  
Automobile Policy

It is agreed:

1. Under **SECTION II - LIABILITY COVERAGE, 2. EXCLUSIONS**, exclusion **a.** is deleted and replaced by the following:
  - a. to any person for **bodily injury or property damage** arising out of or resulting from an intentional act of that person. This exclusion applies only to the extent that the limit of liability exceeds the limit of liability required by the Georgia Motor Vehicle Safety Responsibility Act.
2. Under **SECTION II - LIABILITY COVERAGE, 6. OTHER INSURANCE**, the following provisions are added:

This coverage shall be primary with regard to any **automobile you** do not own provided such **automobile** is owned by a person, firm, or corporation engaged in the business of selling at retail new and used **automobiles**. The **automobile** must be operated by a person who is neither the owner of the **automobile** nor an employee of such owner.

This coverage shall be excess with regard to any **automobile you** own provided **you** are a person, firm or corporation engaged in the business of selling at retail new or used **automobiles** and such **automobile** is operated by a person other than **you** or **your** employee.
3. Under **SECTION V - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS, 3. PRESERVE OUR RIGHT TO RECOVER PAYMENTS**, is amended as follows:
  - a. The following provision is added to paragraph **a.**:

This provision does not apply to payments **we** may make under AUTOMOBILE MEDICAL PAYMENTS COVERAGE endorsement.
  - b. The following provision is added to paragraph **b.**:

**We** shall not be entitled to reimbursement from any such proceeds until the injured person has been fully compensated for all damages. The amount of the reimbursement claim is reduced by the pro rata amount of the attorneys fees and expenses of litigation incurred by the injured party in bringing the claim.
4. Under **SECTION VI - GENERAL CONDITIONS, 7. ASSIGNMENT**, the following provision is added:

If the named insured is an individual, upon termination of such individual's marital relationship the former spouse of such individual who was covered by this policy immediately prior to termination of the marital relationship shall upon notification to **us** or **our** agent continue to be covered by the provisions of this policy for 90 days or until expiration of this policy, whichever is shorter.

All other policy terms and conditions apply.